

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA  
PHILADELPHIA DIVISION

In re: )  
TIKEEIA W. BULLOCK )  
Debtor(s) ) CHAPTER 13  
HYUNDAI CAPITAL AMERICA ) Case No.: 21-10015 (AMC)  
AS SERVICER FOR HYUNDAI LEASE )  
TITLING TRUST )  
Moving Party ) Hearing Date: 1-16-24 at 11:00 AM  
v. )  
TIKEEIA W. BULLOCK ) 11 U.S.C. 362  
Respondent(s) )  
KENNETH E. WEST )  
Trustee )

---

**MOTION FOR RELIEF FROM THE AUTOMATIC STAY**

**TO THE HONORABLE UNITED STATES BANKRUPTCY JUDGE:**

Comes now Hyundai Capital America as servicer for Hyundai Lease Titling Trust (“Hyundai”) filing this its Motion For Relief From The Automatic Stay (“Motion”), and in support thereof, would respectfully show:

1. On January 5, 2021, Tikeeia W. Bullock filed a voluntary petition under Chapter 13 of the Bankruptcy Code.
2. This Court has jurisdiction of the Motion by virtue of 11 U.S.C. 105, 361 and 362, and 28 U.S.C. 157 and 1334.
3. On September 1, 2020, the Debtor executed a Closed End Motor Vehicle Lease Agreement for the lease of a 2020 Kia Optima bearing vehicle identification number 5XXGU4L15LG395066. The Lease was assigned to Hyundai Lease Titling Trust and the Debtor became indebted to Hyundai in accordance with the terms of same. Hyundai Lease Titling Trust is the owner of the vehicle. True copies of the Lease and Title to the vehicle are annexed hereto as exhibits A and B.

4. Hyundai has possession of the vehicle.
5. The Debtor's account is past due for the October 1, 2023 payment of \$365.15.
6. According to the December 2023 NADA Official Used Car Guide, the vehicle has a current retail value of \$25,700.00.
7. Hyundai Capital America as servicer for Hyundai Lease Titling Trust alleges that the automatic stay should be lifted for cause under 11 U.S.C. 362(d)(1) in that Hyundai lacks adequate protection of its interest in the vehicle as evidenced by the following:
  - (a) Hyundai has possession of the vehicle and requires stay relief in order to process and sell it.
  - (b) The Debtor is failing to make payments under the terms of the Lease Agreement and is failing to provide Hyundai with adequate protection.

WHEREFORE PREMISES CONSIDERED, Hyundai Capital America as servicer for Hyundai Lease Titling Trust respectfully requests that upon final hearing of this Motion, (1) the automatic stay will be terminated as to Hyundai to permit Hyundai to seek its statutory and other available remedies; (2) that the stay terminate immediately upon entry of this Order, with a waiver of Fed.R.Bank.P., Rule 4001(a)(3) and (3) Hyundai be granted such other and further relief as is just.

Respectfully submitted,

/s/ William E. Craig  
William E. Craig  
Morton & Craig LLC  
110 Marter Avenue, Suite 301  
Moorestown, NJ 08057  
Phone: 856/866-0100, Fax: 856/722-1554  
Local Counsel for Hyundai Capital America  
as servicer for Hyundai Lease Titling Trust